



Law Office of Francisco J. Rodriguez

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CONTRACT OF EMPLOYMENT

Section I

PARTIES

This contract is between the **Law Office of Francisco J. Rodriguez**, hereinafter referred to as “attorney” and **Antonio Juarez Hernandez**, hereinafter referred to as “client”, whose mailing address is Calle 28 LT 6 MZA 28 Smaza 102 Cancun, Quintana Roo 77500, telephone number is +52.1.899.460.3204, and e-mail is a.juarezhernandez@hotmail.com.

Section II

STATEMENT AND SUBJECT OF RETAINER

Client hereby retains and employs attorney to represent client in legal matters involving working with client’s representatives in certain business transactions which includes the purchase and acquisition of properties, businesses, and participating in business ventures in the Rio Grande Valley of Texas or in the State of Texas.

Client has authorized his bank account described below to be debited as client may authorize from time to time in sums of \$50,000 or more depending on the prospective business opportunities that client’s representatives may recommend to client. The withdrawn funds shall be from client’s following bank account:

Antonio Juarez Hernandez
BBVA Bancomer Account No. 0462919583
Av. Reforma 76
Mexico

Section III

ATTORNEYS’ FEES

Client agrees to pay attorneys for such representation a reasonable fee of no less than 4% of the cost of the business transaction, transferred funds or project plus expenses associated the representation of the client.

Section IV

CLIENT'S REPRESENTATION THE FUNDS ARE ALL LEGALLY ACQUIRED

By signing this contract, Client explicitly warrants and represents that all funds in the bank account that is to be debited and deposited in the attorney's IOLTA account are lawfully acquired funds and not in any violation of either Mexican or United States laws. Client understands and intends the attorney may reasonably rely and act on the above representation that all funds are lawfully acquired in Mexico or the United States.

Section V

ASSOCIATE COUNSEL

Attorneys may in their discretion employ associate counsel to assist him in representing client in his legal affairs if deem necessary to protect client's interest.

Section VI

**RETENTION OF ATTORNEYS' FEES,
ATTORNEY FEES, EXPENSES & COSTS FROM PROCEEDS**

The attorneys may bill and disburse from the IOLTA account for payment of their fees, expenses and costs as they are due and incurred. A statement will be provided to the client on a monthly basis.

Section VII

SUBSTITUTION OR DISCHARGE OF ATTORNEYS

Client has the right to discharge the attorneys, provided, however, the attorneys shall be entitled to their fees, expenses and costs that may have been incurred in representing client in his legal business affairs.

Section VIII

WITHDRAWAL OF ATTORNEYS

THE CLIENT AGREES THAT THE ATTORNEYS RETAIN THE RIGHT AT ANY TIME PRIOR TO OR FOLLOWING INVESTIGATION, DISCOVERY OR LEGAL RESEARCH, TO RELEASE THEMSELVES FROM THIS CONTRACT AND WITHDRAW FROM THE REPRESENTATION OF THE CLIENT, IF THE ATTORNEYS DECIDE TO DO SO FOR ANY REASON OR IF IT APPEARS TO THE ATTORNEYS THAT CIRCUMSTANCES HAVE DEVELOPED WHICH HINDER CONTINUED EFFECTIVE REPRESENTATION OF THE CLIENT OR IF ANY RELEVANT OR MATERIAL STATEMENT OR REPRESENTATION MADE BY THE CLIENT OR HIS

REPRESENTATIVES' IS NOT TRUE OR IF THERE IS ANY VIOLATION OF MEXICAN OR LAWS OF THE UNITED STATES.

Reasonable notice to the client shall be given by FAX OR EMAIL sent to Client's last known fax number or email address, or the client's representative, Nereyda Vega at her known address or email address.

Section IX

FAVORABLE OUTCOME NOT GUARANTEED

The client acknowledges that the attorneys have made NO GUARANTEE regarding the successful outcome of any of client's anticipated business transactions. Client understands that the attorneys will NOT be providing any business or financial advice. The attorneys will only be providing legal services associated with the business opportunities client decides to avail himself of upon his own decisions or that of his other representatives other than the lawyers.

The client acknowledges that the attorneys make no representations or guarantees regarding the tax consequences of any recovery obtained on behalf of the client.

Further, the client agrees that in the event of a favorable business outcome, it is client's sole obligation and duty to SEEK TAX ADVICE FROM A QUALIFIED TAX ADVISOR.

Section X

CLIENT'S OBLIGATIONS

Client hereby warrants and represents that client will cooperate with attorneys to assist them in representing client's legal interests, not business interests. Client shall give attorneys timely and truthful information at all times, and shall be available for appointments or conferences as requested by attorneys, and by immediately informing attorneys of client's new mailing address or email address in the event client moves or changes email address.

NOTICE TO CLIENTS

The State Bar of Texas investigates and prosecutes Professional misconduct committed by Texas attorneys.

Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint.

For more information, please call 1-800-932-1900.

This is a toll-free phone call.

AJH

This contract is entered into in Hidalgo County, Texas, which shall also be the place of performance and payment in accordance with the terms of the contract. Furthermore, this contract contains all the agreements of the parties.

Client and attorneys hereby agree that if a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation or some other dispute resolution procedure.

I HAVE READ THIS CONTRACT AND/OR IT HAS BEEN EXPLAINED TO ME. _____

I UNDERSTAND IT AND I AM SIGNING IT VOLUNTARILY AND SO ACKNOWLEDGE BY SIGNING THIS CONTRACT. _____

I HAVE RECEIVED A COPY OF THE CONTRACT AND SO ACKNOWLEDGE BY SIGNING THIS CONTRACT. _____

I HEREBY REPRESENT AND AGREE I WAS NOT SOLICITED BY ATTORNEYS AND SO ACKNOWLEDGE BY SIGNING THIS CONTRACT.

This contract constitutes all the agreements between the parties and may not be amended except in writing and executed by all parties. It supersedes any prior written and/or oral agreement, understanding or representation regarding any matter covered by this contract.

Signed this __18__ day of February, 2019.

BY: ANTONIO JUAREZ HERNANDEZ
ANTONIO JUAREZ HERNANDEZ

LAW OFFICE OF
FRANCISCO J. RODRIGUEZ

BY: FRANCISCO J. RODRIGUEZ
FRANCISCO J. RODRIGUEZ

EDT (ELECTRONIC DOCUMENT TRANSMISSIONS) SHALL BE DEEMED VALID AND ENFORCEABLE IN RESPECT OF ANY PROVISION OF THIS DOCUMENTS.